present constitution, but consists entirely of new matter; and it is possible that, failing in other points of attack, its opponents may resort to this feature. However, it is submitted that the view of the court in the instant case is the only one tenable. Amendment is defined in the Century Dictionary as "An alteration * * * in a constitution; a change made in a law either by way of correction or addition." Furthermore, common sense points out that an amendment like the Eighteenth, though it may not alter the subject matter of any part of the present constitution, certainly changes the whole by enlarging its scope. A number of the earlier amendments to the Federal Constitution, especially the Sixth, Seventh, and Fourteenth, contained new matter, but they have come down to the present time without any serious contest on this point. See also: *People* v. *Sours,* 31 Colo. 369; *Livermore* v. *Waite,* 102 Cal. 113.

COVENANTS—BUILDING RESTRICTIONS—PORCHES AND PORTE-COCHERES EXCEPTED.—A deed prohibited the grantee from erecting any building "except a division fence of [*sic*] porte-cochere or porch within five feet from the side line of said lot." The grantee erected a structure over the drive way within the five foot limit, which had, for the lower part, solid side walls, and removable hanging doors for the front and rear openings, and the grantee used this for housing his automobile. Above this as a second story, he erected a room, inclosed on the three exterior sides mainly by windows and containing a hot water radiator, which room he used as a sleeping porch. All of this structure was attached to the house. *Held,* that this was a porte-cochere below and porch above within the exception to the building restriction, and not a violation thereof. *Conrad* v. *Boogher* (Mo., 1919), 214 S.W. 211.

In the matter of building restrictions the courts have had to deal with the problem as to whether a certain structure is a part of the "building," as intended by the restriction, or whether it is a porch, porte-cochere, or bay window and not a part of the building. These cases may be divided into two classes; first, where no express exception of porches, porte-cocheres and bay windows is made in the deed, and second, where such an express exception is made. The same principles apply, however, to both classes of cases. In the first class, an early Illinois case, *Hawes* v. *Favor,* 161 Ill. 441, held an open wooden porch not to be a part of the "building," and so not within the restriction as to placing a building within a certain limit. However in a later case *O'Gallagher* v. *Lockhart,* 263 Ill. 489, 52 L. R. A. N. S. 1044 (Note), when the court encountered the proposition of the modern three-story, brick, apartment house porch, they held it to be a part of the "building" and so a violation of the building line restriction. This same view has been taken by other jurisdictions where the appendage or construction practically frustrates the intention of the parties to the building restriction. *Bagnall* v. *Davies,* 140 Mass. 76; *Ogontz Land Co.* v. *Johnson,* 168 Pa. St. 178; *Supplee* v. *Cohen,* 81 N. J. Eq. 500; *Alderson* v. *Cutting,* 163 Cal. 503. Also see comment on *O'Gallagher* v. *Lockhart, supra,* in 13 MICH. L. REV. 162 for this phase. In the second class of cases where porches, porte-cocheres and bay windows are expressly excepted Illinois has held, contra to the principal case, that a solid, closed-in

porch, over the line, was a violation of the building restriction, and was really part of the building and not a porch. *Brandenburg* v. *Lager, 272* Ill. *622.* But even in Illinois they held that a projection in the nature of a bay window, built up solid from the ground, came within the exception of "bay windows." *Keith* v. *Goldsmith,* 194 Ill. 488. The true ground for these decisions, holding such structures as part of the building and not within the exception of porches, seems to be to carry out the intention of the parties, in reserving an easement to light, air and vision. *Loomis* v. *Collins, 272* Ill. *221,* and not to let mere architectural, technical phraseology defeat that intention. *Marsh* v. *Marsh,* 89 N. J. Eq. 110. In the principal case the court relied on the technical phraseology and the expert evidence of architects in arriving at their decision, which accounts for its variance with the Illinois and New Jersey cases. See 11 ILL. L. REV. 576 for a discussion of the Illinois cases on this point.

FIRE—ACCIDENTAL—LIABILITY FOR.—P occupied rooms over a garage, part of which was let to D, who kept a motor car there. D's servant, an unskilled chauffeur, having occasion in the course of his employment to move the car started the engine, and without negligence on his part, and from some unexplained reason, the petrol in the carburetor caught fire and burned the car, the garage, and P's rooms and furniture. If the servant had promptly turned off the tap from the carburetor to the petrol tank, the fire would have done no harm; but he failed to do this. P sued for damages. The English statute of 1774, substantially re-enacting 6 Anne; C. 31, S. 6, provided "No action shall be maintained against any person in whose building any fire shall accidentally begin, nor any recompense be made by such person for any damage suffered thereby, any law, usage or custom to the contrary notwithstanding." *Held,* this act did not apply and D was liable. *Musgrave* v. *Pandelis* [1919] 2 K. B. 43.

The court argues that at common law one was liable for fire originating on his own property: (1) for its mere escape; (2) or if the fire was negligently or wilfully caused; or (3) on the principle of *Rylands* v. *Fletcher* (1868) L. R. 3 H. L. 330, that he has brought a non-natural and dangerous thing on his premises which gets away from him and does harm. The Statutes of Anne, and of 1774, were to meet the liability under (1) above, and did not apply when the fire was caused either deliberately or negligently, under (2) above. *Filliter* v. *Phippard,* 11 Q. B. 347; if that is true as to (2) why should it affect liability under (3) the principle of which existed long before *Rylands* v. *Fletcher* was decided? The question then is, is a motor car with its petrol tank full or partially filled with petrol, a dangerous thing to bring into a garage, within the principle of *Rylands* v. *Fletcher?* Lush, J., in the trial court, and Bankes, Warrington, and Duke L. JJ. in the Court of Appeal, all agreed that it was. The question then is, Did *the fire* accidentally begin? The fire in the carburetor did accidentally begin; but it did not destroy the garage and the plaintiff's property. It would almost immediately have burned out without damage except for the negligence of D's servant. The fire that did the damage was the raging fire from the petrol tank; this did not accidentally